

A. DESCRIPTION OF PROGRAMS

1. Glossary of Terms.

- (a) **Active Treatment** - Refers to aggressive, consistent implementation of a participant's program of specialized and generic training, treatment and health services.
- (b) **Case Manager** - Department of Developmental Services (also referred to as "DDS") employee who is assigned primary responsibility of a participant. The case manager serves as primary contact with the individual or family/guardian on the participant's behalf.
- (c) **Contract Service Authorization (CSA)** - Authorization for the Contractor to provide supports and services to participants. A CSA identifies the participant, the effective date, the type of supports and the amount of supports the DDS has authorized the Contractor to provide.
- (d) **Continuous Quality Improvement Plan** - A plan that documents the strengths and weaknesses of a Contractor, identifies areas of improvement, and establishes goals for a number of priority areas.
- (e) **Community Training Home Coordinator** - The supervisory person in the DDS Regional Division who is responsible for overseeing all private and publicly operated Community Training Homes.
- (f) **Cultural Competency** - DDS services and supports that are sensitive to the ethnic, racial, religious and national backgrounds of the participants and their families by expanding the involvement of these groups in the management and direction of the program.
- (g) **Culturally Diverse** - The multitude of ethnic, racial, religious and national backgrounds of the participants and their families supported by DDS.
- (h) **HUD** - United States Department of Housing and Urban Development
- (i) **Human Rights Committee (HRC)** - A group of people who are not employees of the Department, who provide monitoring to assure the protection of legal and human rights of people with intellectual disabilities. Membership may include a physician, a lawyer, a parent, staff of contracted agencies, and other volunteers. A DDS employee shall act as a liaison between the HRC and the region or training school. The HRC shall act as an advisory group to the region or training school director.
- (j) **Individualized Home Supports** - Assistance with the acquisition, improvement and/or retention of skills and provides necessary support to achieve personal habilitative outcomes that enhance an individual's ability to live in their community as specified in the plan of care. This service includes a combination of habilitative and personal support activities as they would naturally occur during the course of a day. This service is not available for use in licensed settings.
- (k) **Individual Plan (IP)** - A comprehensive plan that includes an individual's current life situation, future vision, an assessment and analysis of the individual's abilities, preferences, and support needs, identification of desired outcomes, the development of strategies and action plans to address needs, personal goals and desired outcomes, identification of supports and services to be provided and an evaluation of the individual's progress on an on-going basis to assure that the individual's needs and desired outcomes are being met.
- (l) **Interdisciplinary Team (IDT)** - A group of persons which includes the participant being served, his or her family/guardian or advocate, those persons who work most directly with the participant in each of the professions, disciplines, or service areas that provide service to the participant, including direct care staff and any other persons whose participation is relevant to identifying the needs of the participant, devising ways to meet them, writing an IP and reviewing its effectiveness.
- (m) **Intermediate Care Facilities (ICF)** - A health care facility for individuals who are disabled, elderly, or nonacutely ill, usually providing less intensive care than that offered at a hospital or skilled nursing facility.
- (n) **Mid Year Expense Report** - A summary of budget and expense form that details expenses for the period of July 1 - December 31 for each fiscal year of the contract within four expense categories - "Administrative & General", "Benefits", "Salary", and "Non-Salary".

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- (o) **Operational Plan (OP)** - A budget document prepared by the Contractor that details projected expenses within four expense categories – “Administrative & General”, “Benefits”, “Salary”, and “Non-Salary”.
- (p) **Participant** - A person who has been authorized by the DDS to receive services under this Contract. Participants are also referred to as “Clients” in Part II of this Contract.
- (q) **Planning and Resource Allocation Team (PRAT)** – A regional team chaired by the DDS Planning, Resource Allocation Team Coordinator, and comprised of DDS representatives from Resource Management, Case Management Supervision, Business Office, Family Support, and Regional Administration. This team manages the process whereby DDS identifies available resources, identifies individual participant needs, assigns priority determination, implements DDS Planning and Resource Allocation policies and procedures, makes recommendations regarding applicants for the HCBS waiver, processes allocation of resources, and makes referrals to available out-of-home residential group living settings and Contractor-based day services.
- (r) **Personal Support** - Assistance necessary to meet the participant’s day-to-day activity and daily living needs and to reasonably assure adequate support at home and in the community to carry out personal outcomes.
- (s) **Procedure Codes** - A broad term to identify systematic numeric or alphanumeric designations used by healthcare providers and medical suppliers to report professional services, procedures and supplies.
- (t) **Program Review Committee (PRC)**: A group of professionals, including a psychiatrist, assembled to review individual behavior treatment plans and behavior modifying medications to assure that they are clinically sound, supported by proper documentation and rationale, and are being proposed for use in conformance with department policies. The PRC acts as an advisory group to the Regional or Training School Director.
- (u) **Qualified Providers** - A private organization that is qualified to provide services to a participant or group of participants in a residential or day program who have applied for and been determined eligible for the programs and services of the DDS, or who have been determined eligible by operation of law, and who is maintained as such in the DDS’ individual data base.
- (v) **Quality Service Review (QSR)** - An assessment to determine the quality of service delivered by qualified providers and a personal outcome review to assess individual participant’s satisfaction with services and supports.
- (w) **Rent Subsidy** - Financial assistance to meet the housing costs attributable to the rental of a community-based residence. Assistance is provided in accordance to the DDS Community Based Housing Subsidy Program Procedure I.C.PR.002 for those costs normally attributable to the acquisition, retention, use and occupancy of a community based residence including, but not limited to:
 - 1. rent or other periodic payments for use and occupancy
 - 2. security deposits
 - 3. utilities
 - 4. insurance
 - 5. costs related to “routine” maintenance and repair
- (x) **Respite Services** - Temporary care of a participant to provide a rest or period of relief for the primary caregiver. Services include recruitment, hiring and training of respite workers, providing supervision and matching services to families who need respite, and allocating funding to allow participants served under this Contract to attend summer camp.
- (y) **Resource Administration** - The division of DDS that has administrative oversight responsibilities for Contractors. Responsibilities include managing contract service authorizations and related budgets, as well as ensuring quality services and contract compliance.
- (z) **Regional Resource Administrator** - The supervisory person of DDS Resource Managers in DDS Regional Resource Administration division.

- (aa) **Resource Manager** - A staff member in the DDS Resource Administration unit who provides contract administration for assigned Contractors.
- (bb) **Self -Determination** - An approach to service delivery in which participants determine their future, design their own support plans, choose the assistance they need to live full lives, and control a personal budget for their supports. It is also known as “individual supports”, “self-directed supports”, or “consumer-directed supports”. Self-directed supports are designed to meet the needs of the participant and enhance consumer empowerment, personal development, and choice and control over life decisions. Self-directed supports are provided in the person’s own home, family home, or other home in the community.
- (cc) **Special Identification Code (SID)** - A number used to uniquely define appropriation budgets by tying an accounting transaction back to the appropriations act via a combination of other fields. The SID also defines the source and use of funding in non-appropriated funds. It is a required field on all expenditure and revenue transactions.

2. Residential Services

- A. **Community Living Arrangements-** Community Living Arrangements (CLA’s) are licensed by the Department of Developmental Services (DDS) to provide participants served by the Department with residential supports. A CLA provides participants assistance with the acquisition, retention, or improvement in skills related to activities of daily living, such as personal grooming and cleanliness, bed making and household chores, eating and the preparation of food, and the social and adaptive skills necessary to enable the participant to reside in a non-institutional setting.

A CLA should be a reflection of the DDS Mission. As such, a CLA creates an atmosphere where people are involved in their communities; where relationships with persons other than service providers are encouraged and nurtured; where skills develop to their maximum potential, and people are supported to make choices. As people gain skills and competencies in order to become more independent, the amount of support they receive should be assessed and adjusted accordingly. Some people may choose to leave the CLA for other types of residential supports.

Under this agreement the CLA provider (Contractor) is responsible for the following:

1. Maintaining a clean, safe, orderly, well-maintained, furnished, personalized home that blends well with other homes in the neighborhood. The home needs to reflect the participant’s preferences and cultural background.
2. Maintaining a home that is well supplied with food, cleaning supplies and personal hygiene items.
3. Maintaining a home where interpersonal interactions are pleasant and respectful.
4. Maintaining a staff level that is adequate to ensure safety, active programming and competency in communicating with the people living in the home.
5. Maintaining a home, which strongly promotes independence and incidental learning opportunities for the participants.
6. Providing supports to participants that allow people to be clean, well dressed, well groomed and live a healthy lifestyle.
7. Forwarding Individual Plan and required documentation in a timely manner to case managers and others in accordance with the Individual Plan procedures.
8. Maintaining documentation of each participant’s personal funds in accordance with generally accepted accounting principles and adherence to DDS Policy.
9. Providing participants with the opportunity to participate in individualized and/or small group activities in the community.

10. Submitting a Residential Notice of Opportunity form to the Resource Managers when a vacancy occurs.

B. Continuous Residential Supports; Non-licensed Settings - CRS is a non-licensed setting other than a family home. A CRS setting must have readily available third shift staff awake or asleep, have supports available throughout non-work hours though some time alone as approved by the team would be allowed and may have some individuals that require less support but live in the setting where the supports are provided.

CRS assists with the acquisition, improvement and/or retention of skills and provide the necessary support to achieve personal outcomes that enhance a participant's ability to live in their community as specified in the Individual Plan. Supports may include provision of instruction and training in one or more need areas to enhance the participant's ability to access and use the community; implement strategies to address behavioral, medical or other needs identified in the Individual Plan; implement all therapeutic recommendations including Speech, Occupational Therapy, Physical Therapy, assist in following special diets and other therapeutic routines; mobility training or travel training; adaptive communication training; training or practice in basic consumer skills such as shopping or banking; and assisting the participant with personal care activities as needed

1. **Operational Guidelines :**

- a. The supported person will hold the lease (if any) to their home.
- b. Paid staff supports should not supplant natural or generic supports.
- c. Participants should have a choice regarding with whom they live and where they live within reasonable socio-economic limits as determined by DDS budget and HUD guidelines.

2. **Contractor's Responsibilities:**

Each qualified provider involved in program services under this contract shall:

- a. Encourage and enable participants to express themselves concerning the supports they receive.
- b. Adhere to all Department policies, procedures and directives relating to the individual plan, health and safety, and any other applicable policies, procedures and directives.
- c. Assist participants capable of competitive employment with job searching.
- d. Assist participants in obtaining the best possible health and access to health care services.
- e. Maintain a flexible approach to supports based on individualized needs.
- f. Assist participants with applying for and maintaining benefits, as well as money management.
- g. Assist participants with transportation in order to access community services.
- h. Shall maintain an arms length relationship between contracting parties including but not limited to real estate procurement with prior authorization of the Commissioner or designee.
- i. Housing:
 - 1) Assist person to locate and move to his or her own home.
 - 2) Complete property inspections in accordance with DDS guidelines.
 - 3) Provide evidence of comparable properties, if required.
 - 4) Process DDS Rent Subsidy application and monthly submission of income verification, if necessary.
 - 5) Will not have ownership or any financial interest in the participant's home without prior written authorization of the Commissioner or designee.
 - 6) Apply for HUD rent subsidy on a regular basis to replace DDS rent subsidy and other benefits for which the person may be entitled.
- j. Investigate and secure third party funding and/or other types of supports where and when appropriate and possible.

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- k. Actively participate in the Individual Planning process and complete all required reports and assessments on a timely basis.
- l. Provide information to the case manager to assist with the completion of the LON.
- m. Complete or assist the participant to obtain any assessments, evaluations, or reports for which they are responsible and submit them to the case manager at least 14 days before the Individual Planning meeting.
- n. Develop and implement specific plans as identified in the person's individual plan, including teaching strategies, programs, guidelines, protocols.
- o. Written reviews on progress made on assigned goals will be submitted to the case manager prior to the annual meeting and six months after the individual plan on forms issued by the Department.
- p. Maintain documentation by the staff providing the service that includes at a minimum: the date of the service; the start time and end time of the service, a description of the activities related to outcomes/goals/objectives, care or transportation provided to the person, and the signature of the person providing the service.
- q. Communicate any and all immediate threats to public safety of the supported participant.
- r. Submit the following information to the Region by the 10th of each month to comply with rent subsidy verification and to receive timely payments:
 - 1) Verification of wage (copies of pay stubs).
 - 2) Copies of all entitlement checks from the United States Department of Social Security Administration and the CT Department of Social Services.
 - 3) Utility verification (copies of utility bills).
 - 4) Other costs (insurance payments, policies).
- s. Develop a means for accessing assistance at all times for each person being supported by the Contractor's program. It is the responsibility of the provider to develop the means for this, and to make certain that the person being supported has the ability to access assistance under all conditions especially emergency situations. The Contractor must ensure that a timely response can be made to a participants' request for assistance, under all conditions.
- t. Evaluate, assess and develop the supports to be provided by the Contractor on the anticipated or stated need of each individual participant accepted into the Contractor's program. The Contractor will meet the person and review the current Individual Plan and all available assessments. The Contractor will also participate in all transitional activities as required to facilitate a successful move.

DDS's Responsibilities:

DDS shall:

- 1. Identify Continuous Residential Support candidates for the provider.
- 2. Provide DDS housing subsidies dependent on appropriateness and availability of funds.
- 3. Approve the housing
- 4. Arrange for property inspections
- 5. Verify computed amount of rent subsidy to be received, if applicable.
- 6. Provide technical assistance.

- C. INDIVIDUALIZED HOME SUPPORTS (IHS)** - IHS assists with the acquisition, improvement and/or retention of skills and provides the necessary supports to achieve personal outcomes that enhance a participant's ability to live in their community as specified in the Individual Plan. Supports may include provision of instruction and training in one or more need areas to enhance the participant's ability to access and use the community; implement strategies to address behavioral, medical or other needs identified in the Individual Plan; implement all therapeutic recommendations including Speech, Occupational Therapy, Physical Therapy, assist in following special diets and

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other therapeutic routines; mobility training or travel training; adaptive communication training; training or practice in basic consumer skills such as shopping or banking; and assisting the participant with personal care activities as needed.

1. Operational Guidelines:

- a) The supported person will hold the lease (if any) to their home.
- b) Paid staff supports should not supplant natural or generic supports.
- c) Participants should have a choice regarding with whom they live and where they live within reasonable socio-economic limits as determined by the Department's budget and US Department of Housing and Urban Development (HUD) rental guidelines.

2. Contractor's Responsibilities:

Each qualified provider involved in program services under this contract shall:

- a. Encourage and enable participants to communicate all concerns regarding the supports they receive.
- b. Agree to adhere to all Department policies, procedures and directives relating to the individual plan, health and safety, and any other applicable policies, procedures and directives.
- c. Assist participants capable of competitive employment with job searching.
- d. Assist participants in obtaining the best possible health and access to health care services.
- e. Maintain a flexible approach to supports based on individualized needs.
- f. Assist participants with applying for and maintaining benefits, as well as money management.
- g. Assist participants with transportation in order to access community services.
- h. Maintain an arms length relationship between contracting parties including but not limited to real estate procurement with prior authorization of the Commissioner or designee.
- i. Housing:
 - 1) Assist person to locate and move to his or her own home.
 - 2) Complete property inspections in accordance with DDS guidelines
 - 3) Provide evidence of comparable properties, if required.
 - 4) Process Department Rent Subsidy applications and monthly submission of income verification, if necessary.
 - 5) Will not have ownership or any financial interest in the participant's home without prior written authorization of the Commissioner or designee.
 - 6) Assist the person to apply for HUD rent subsidy on a regular basis to replace Department rent subsidy and other benefits for which the person may be entitled.
- j. Investigate and secure third party funding and/or other types of supports where and when appropriate and possible.
- k. Actively participate in the Individual Planning process and complete all required reports and assessments on a timely basis.
- l. Provide information to the case manager to assist with the completion of the Level of Need (LON).
- m. Complete or assist the participant to obtain any assessments, evaluations, or reports for which they are responsible and submit them to the case manager at least 14 days before the Individual Planning meeting.
- n. Develop and implement specific plans as identified in the person's individual plan, including teaching strategies, programs, guidelines, protocols.

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- o. Provide written reviews on progress made on assigned goals to be submitted to the case manager prior to the annual meeting and six months after the individual plan on forms issued by the Department.
- p. Maintain documentation by the staff providing the service that includes at a minimum: the date of the service; the start time and end time of the service, a description of the activities related to outcomes/goals/objectives, care or transportation provided to the person, and the signature of the person providing the service. Failure to demonstrate proper documentation will result in a denial of reimbursement for the identified dates and/or hours of supports.
- q. Communicate to DDS any and all immediate threats to public safety of the supported participant.
- r. Submit the following information to the Region by the 10th of each month to comply with rent subsidy verification and to receive timely payments:
 - 1) Verification of wage (copies of pay stubs).
 - 2) Copies of entitlement checks from the United States Department of Social Security Administration and the Department of Social Services.
 - 3) Utility verification (copies of utility bills).
 - 4) Other costs (insurance payments, policies).
- s. Develop a means for accessing assistance at all times for each person being supported by the Contractor's program. It is the responsibility of the provider to develop the means for this, and to make certain that the person being supported has the ability to access assistance under all conditions especially emergency situations. The Contractor must ensure that a timely response can be made to a participants request for assistance, under all conditions
- t. Evaluate, assess and develop the supports to be provided by the Contractor on the anticipated or stated need of each individual participant accepted into the Contractor's program. The Contractor will meet the person and review the current Individual Plan and all available assessments. The Contractor will also participate in all transitional activities as required to facilitate a successful move.

D. COMMUNITY TRAINING HOME SUPPORT SERVICES (CTH) - CTH is licensed by the Department of Developmental Services (DDS) to provide persons served by the Department with residential supports in a family setting. A CTH family provider provides participants assistance with the acquisition, retention, or improvement in skills related to activities of daily living, such as personal grooming and cleanliness, bed making and household chores, eating and the preparation of food, and the social and adaptive skills necessary to enable the participant to reside in a non-institutional setting.

1. Contractor's Responsibilities:

Each qualified provider involved in program services under this contract shall:

- a. Advertise, recruit, develop and maintain license of community training home providers, as directed by the Region.
- b. Conduct initial training for all new applicants providing supports in a CTH setting prior to initial DDS licensing.
- c. Insure follow up training is completed as needed for annual relicensing and as needed to meet participant needs.
- d. Attend and participate in transition meeting and transition activities.
- e. Insure the participant's benefits are in place: this includes ongoing reviews of entitlements, assistance in redeterminations of entitlements, etc.
- f. Insure the participant's belongings are moved upon admission or discharge to the CTH as directed by the DDS CTH Coordinator including all documentation such as medical and financial records.

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- g. Coordinate transportation in cooperation with DDS and CTH family provider.
- h. Attend and participate in the Individual Planning process and quarterly meetings.
- i. Provide to the DDS case manager a report on each placed participant in advance of each review meetings or IP that outlines progress on goals and issues needing the review and attention of the participant's team.
- j. Assist the CTH family provider with the development and implementation of specific service plans.
- k. Prepare packets and attend Program Review Committee and/or Human Rights Committee meetings, as necessary.
- l. Provide nurse consulting/health care oversight services and periodic reviews of health needs as identified in the IP for a total of up to 6 hours annually for each participant.
- m. Provide behavioral consulting services and periodic reviews of behavioral needs as identified in the IP for a total of up to 6 hours annually for each participant.
- n. Assist CTH family providers in plans of correction to address licensing deficiencies and ensure the implementation of the plan of correction. Work collaboratively with the DDS case manager/IDT to implement the plans of correction.
- o. Insure that the homes maintain all records required pursuant to licensure regulation, or as may be reasonably required by the Department, including, but not limited to a log of all personal incidents affecting the participant, community activities of the participant, all absences from the provider's home for more than 24 hours, and the reason for same, all medical and support services received by the participant, and full accounting of all the funds held for, or on behalf of, the participant.
- p. Notify DDS (DDS CTH Coordinator or designee) by the 5th of each month of all overnight absences in the previous calendar month for each participant on their contract.
- q. Insure that all legal rights of the participants are protected, and safeguarded.
- r. Insure alternative placement for the participants in the event of an emergency or if the current Community Training Home is no longer an appropriate setting.
- s. Provide documented monthly visits to each CTH family provider.
- t. Insure completion of Incident Reports and notification of case managers of all the participant incidents.
- u. Adhere to the DDS Critical Incident reporting procedure
- v. Assist and cooperate with abuse and neglect investigations, attend and participate in any administrative hearings as well as follow-up on recommendations from investigations, special concerns and protective service plans.
- w. Adhere to all HIPAA requirements and assist each CTH family provider to do the same
- x. Notification of DDS of any changes with the CTH family provider that could impact their licensing status (i.e.: new occupants, health status, arrest etc.). The agency will complete a criminal record check for new occupants. An addendum to the initial analysis of the feasibility of the home must be completed for all new occupants in the CTH. The analysis must be timely and address the length of stay, employment, and other related information pertaining to the new occupants stay in the home and provide substantive information so that the DDS CTH coordinator can fully understand the occupant's impact on the functioning of the home.

2. DDS Responsibilities:

- a. Provide necessary care management services for each participant participating in the program.
- b. Assist the provider to identify an alternative residential setting if, for any reason, the Community Training Home model is no longer appropriate.

- c. Consultation will be provided to the agency by the DDS Quality Assurance Division, Licensing Division and the DDS CTH Coordinators in matters pertaining to the initial licensing and continued operation of the CTH family providers they support.
3. **ADDITIONAL SERVICES:** When authorized by the DDS Resource Administration, the Contractor shall provide one or more additional services. Based on availability of funds budgeted through this Contract and the Department's determination of need and/or specific directives the Department may allocate funds for:

Description of Service:

- a. **One-time funding for person -specific supports** - One-time, non-annualized funds through this contract for person-specific supports to assist participants who are experiencing a critical challenge. This funding shall provide specialized, short-term services to participants who reside or work in private sector settings. Such short-term services include additional direct care staff, psychiatry, psychological services, specialized staff training, physical, occupational or speech therapy, counseling, behavioral management support, or any other appropriate supports, which assist in the continued presence of a participant in his or her community and are not covered by a participant's own entitlements.
- b. **One-time funding for provider-specific supports** - One-time, non annualized funding for reasons which do not directly relate to person-specific supports. Examples may include additional funding for extraordinary agency increases to insurance expenses, State-mandated reimbursements, specialized staff training, or prior period refunds of cost settlement retrievals.
- c. **Room & Board for Children**- Funding of the Room and Board component for children living in CLAs when these specific children are not otherwise funded for Room & Board by the Department of Children & Families (DCF) and therefore such funding becomes the responsibility of DDS.
- d. **Cash Advance**- Initial funding for a CLA, equal to 30 days' payment at the rate set for the CLA under CGS 17-313b. It is considered the last month's funding for the CLA and must be carried on the books as a liability. The cash advance will be recouped should the CLA cease operation.
- e. **Start-up Funding**- One time, non-annualized funds for starting up of a new CLA or CRS prior to the initiation of service to participants. The advance payment based on anticipated costs is negotiated with the contractor for no more than the cost of up to 30 days of service as calculated on the annualized contract amount. Once the CLA or CRS is opened, the start-up funds are cost settled in a process separate from cost settlement at the end of the fiscal year.
- f. **Community Training Home Development** – One-time, non-annualized funds to recruit and develop private family homes as a Community Training Home licensed pursuant to Section 17a-227 CGS in which three or fewer adults, children with intellectual disabilities or autism reside.
- g. **Respite** - Respite supports and services to families or primary caregivers of participants served by the DDS so that they receive temporary relief from ongoing care-giving responsibilities.
- h. **Other Supports and Services** - Supports, services or Contractor's costs consistent with its statutory authority.

B. SUPPORTS AND SERVICES

1. At the execution of the contract, the Contractor shall provide to the Resource Administrator a description of the specific program supports and services to be provided. The description shall include, but not be limited to the program goal(s), number of participants, location, support services, staffing and time frames.

a. Continuous Quality Improvement Plan.

- (1) The Contractor shall assure that services provided to participants reflect a commitment to individualized supports and services, are responsive to the culturally diverse needs of the participants receiving such services and assist participants being served to achieve an array of personal outcomes.
- (2) The Contractor shall have a Continuous Quality Improvement Plan that has been approved by the DDS and shall implement said plan no later than six (6) months after the execution of the contract. The plan should be based on the Quality Organization Self-Assessment tool developed by the DDS or another form of self assessment used by the Contractor for national accreditation and should include a cultural competency component.
- (3) Contractor shall submit regular reports on the status of the Continuous Quality Improvement Plan implementation in the form and manner prescribed by DDS. The Contractor further agrees to furnish DDS with any information DDS deems necessary for the purpose of assessing compliance with this provision.

- ### b. Outcomes and Measures.
- The Contractor shall implement the programs and services described herein to result in the following outcomes on behalf of the participants they support. Such outcomes shall be measured in the manner described herein. Outcome results achieved pursuant to these terms and conditions will be monitored by the Department.

Contracted Programs with Residential Services

Outcomes	Measures
1. Participant needs are addressed in the person's place of residence.	100% of the participant living in a CLA, CTH, IHS or receiving Continuous Residential Supports have a current Individual Plan that is being implemented at his or her residence.
2. Participants live in environments that are maintained in a safe and sanitary manner.	100% of the participant living in a CLA, CTH, IHS or receiving Continuous Residential Supports have a home that is maintained in safe and sanitary repair. Any structural damage or unsanitary conditions have been reported and are being addressed.
3. Participant medical needs are addressed in a prompt and adequate manner.	100% of the participant living in a CLA, CTH, IHS or receiving Continuous Residential Supports receive adequate medical treatment as indicated by the physician and dentist, including periodic checkups and prompt treatment of any acute illness, injury or symptoms or over medication.

2. The Contractor shall comply with the following requirements:

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- a. **Department Policies, Procedures and Directives:** The Contractor agrees to adhere to all department policies, procedures and directives. Contractor will in-service staff on all DDS policies, procedures and directives applicable to private sector programs funded through this contract and pertinent to the respective position.
- b. **Authorized Services:** The Contractor shall provide only the service(s) authorized and shall maintain documentation that the service(s) were provided in accordance with an IP approved by the participant's IDT. Failure to demonstrate proper documentation will result in a denial of reimbursement for the identified dates and/or hours of supports.
- c. **Human Rights:** The Contractor shall ensure the human rights of all participants served by the Department; a program free from abuse and neglect; the use of restraints and psychotropic medications will be limited to the DDS Policy, staff are hired according to the DDS policy regarding employment practices, and will adhere to the participant's program, goals and objectives in the individual plan.
- d. **Control of Resources:** The Department endorses the ability of participants to control their lives as well as their resources and make effective choices about their supports and desired outcomes. The Contractor acknowledges and will not interfere with the right of participants to freely select among qualified providers or to self direct their own resources.
- e. **Contract Service Authorizations:** The Contractor agrees to provide the supports as defined in this contract in accordance with the participant's Contract Service Authorization. The Contractor cannot provide a participant with day or residential supports for which monies are expected from the Department or will be expected at a later date without receiving the necessary authorization from the Department's Regional Resource Administrator. The Contractor may make temporary changes to the authorized support type due to emergency or unusual incidences for no more than five program days in a quarter. A temporary change longer than five program days in a quarter will require an IDT approval. If this requires an increase in funding or a rate change, approval from the PRAT is required.
- f. **Permanent Transfers:** Prior approval by PRAT and a new Contract Service Authorization is required to permanently transfer a participant from one residence to another.
- g. **Agency Contact:** The Contractor shall establish a single emergency contact point for hours outside of the normal business operating hours. Contractor will notify the Department's Resource Manager of any changes in emergency contact point information by the next business day. Contractor shall maintain a viable E-mail address and Internet service providing sufficient capability to receive and open all department attachments or to download from the Department's website. Contractor will notify the Department's Resource Manager of any changes regarding E-mail addresses within five (5) business days.
- h. **Staffing Patterns:** Staffing patterns must conform to the staffing schedules submitted with the Operational Plan. A generalized, sample weekly schedule of the program's staffing pattern must be presented to the Regional Resource Manager for each year of the contract. A revised schedule must be sent whenever there is a permanent change to the staffing pattern during the contract period. Proposed changes from this pattern must be approved by DDS prior to its implementation.
- i. **Discharge and Suspensions:** No person will be discharged or suspended from a program without the review of an IDT meeting and approval of the Regional Administration.
- j. **Participant Change in Program:** Any changes to the type and/or hours of supports provided to the participant other than those detailed in this contract requires a revised Contract Service Authorization.
- k. **Participation at Meetings:** All qualified providers shall participate in quality and financial meetings with DDS.
- l. **Site Approval:** The Contractor agrees that any program site shall be reviewed and approved by the Department prior to being purchased or leased.
- m. **Staff Training:** The Contractor agrees to arrange for staff training in areas that relate specifically to the kinds of services that the employee will be expected to provide.

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- 1) The Contractor will guarantee that direct support employees are trained in a minimum of the following areas: Individual Plan, Medication, HIPAA, Bloodborne Pathogens, First Aid, CPR, the Department's Mission, and Principles of Active Treatment, Abuse/Neglect Prevention, Sexual Abuse Prevention, and Behavioral supports based on the needs of the participants. Contractors of licensed facilities will conform to the Department's residential training requirements. The Contractor will have sufficient certified staff to administer medication to meet the needs of the participants. Training documentation shall be available upon request. Documentation to include a complete listing of current staff working in DDS funded programs, status of training in the preceding areas, the most recent date of training/certification, expiration date, and anticipated date of renewal if known.
 - 2) The Contractor agrees to participate in any orientation or training that is required by the contract to familiarize its employees with the needs of persons supported by the contractor through a Contract Service Authorization and to give its employees the necessary skills to meet those needs.
 - 3) Direct support employees without prior experience working with persons with intellectual disabilities shall receive training specific to the needs of the participant within thirty (30) days of employment and preceding such training shall work only with other staff on duty who have received training.
- n. **Incident and Investigation Reporting:** The Contractor agrees to report to the Department all incidents of suspected abuse or neglect, all uses of restraint, all accident/injuries, and all unusual incidents that affect persons receiving services pursuant to department policies and procedures within prescribed time frames.
- 1) Unusual incidents or occurrences affecting a person being supported by the Contractor shall be reported to the Regional Designee in accordance to the DDS' Incident Reporting policy and procedures. Incidents of abuse, neglect, and other critical incidents (as defined by the Department) shall be reported to the Regional Designee in accordance to the DDS' Incident Reporting policy and procedures. Other State and municipal agencies shall be notified at the same time. If necessary, the Regional on-call system shall be accessed by the contractor.
 - 2) Copies of all Unusual Incidents, Accident/Injury, Missing Persons, Medication Errors and Restraints will be forwarded to the Department's Regional Office using procedures and forms provided by the Department.
 - 3) The Contractor agrees to investigate all suspected abuse and neglect incidents unless directed otherwise by the Department and submit a copy to the Department.
- o. **IDT:**
- 1) The Contractor agrees to participate as a member of the participant's interdisciplinary team as required and assist in the development of the individual plan for each person authorized for funding.
 - 2) A revised CSA with the approval of the participant and the IDT is required prior to a permanent change in the type of program in which the residential supports are provided by the Contractor. If this requires an increase in funding or a rate change, approval from the Planning and Resource Allocation Team (PRAT) is required before the move can be made.
- p. **Enhancements:** The Contractor must assure the well-being of participants and the quality of services by participating in service evaluations in accordance with the QSR. If a Contractor participates in external certification programs, a copy of any evaluation results must be made available to DDS upon request.
- q. **Entitlement Changes:** Providers must notify the Department's Case Manager or Case Management Supervisor in writing of entitlement changes. Receipt of lump sum payments for any reason, and loans from the Contractor and repayment schedule must be communicated in writing to the DDS Case Manager or Case Management Supervisor annually.

- r. **Access to records:** Contractor shall make available original or copies of original financial, accounting, and attendance records and all supporting documentation pertaining to all costs incurred in the operation of the contractor's Connecticut-based programs. These financial, accounting and attendance records and all supporting documents shall be made readily available at the contractor's Connecticut based administrative office. In addition to the requirements in **Section 2 (C) 18**, the Contractor shall retain all such records concerning this contract for an additional period of seven (7) years..
- s. **Related Party Disclosure:** The Contractor shall comply with the related party (as defined in Part 2 of this contract) disclosure and reporting and allowable cost principles established by the Department. Whenever costs are incurred between related parties, allowable costs shall be defined as and limited to the cost to the related party. Findings of relatedness may be made in the absence of majority stock ownership of the related parties in respective organizations. The related party principle applies to any transaction between a contractor and a related party, including but not limited to one time or multiple transactions involving services or supplies and one time sales or lease of the facility itself. Related party transactions must be identified as such in the cost report (i.e., Annual Report, Attachment D or other document specified by the Department) and the unallowable portion excluded in the appropriate section of the cost report.
- t. **Program Revisions:** An approved revision to the Operational Plan is required whenever a Contractor adds a new residential program or Community Living Arrangement.
- u. **Equipment:** The Department reserves the right to recoup any equipment, materials, deposits or down payments in the event this contract is terminated or not renewed in accordance with Part 2, Section D (7) (B). The Department will provide the contractor with a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. For purposes of this provision:
 - 1. Materials and equipment with a value of at least \$100.00 and a useful life of one (1) year that was purchased for the specific use of DDS in a funded program is subject to recoupment as determined by the Department.
 - 2. Furniture and equipment with an individual value of \$500.00 or a total aggregate value of \$2500.00 for DDS funded programs are subject to recoupment as determined by the Department.
- v. **Personal Funds:** The Contractor will account for all receipts and disbursements in an individual accounting ledger for any participant whom the Contractor manages personal funds.
- w. **Principal of the Entity:** Business entities that do not have an "Executive Director", or readily known analogous position, must submit to Resource Administrator at the execution of the contract or whenever there is a change in leadership the name of one (1) principal of the entity, who has the most responsibility for operations under the contract with the Department, to be designated as the lead, who, for purposes of state law, will be functioning as the executive director of the entity. In such cases where the Contractor fails to properly inform the Department of the lead principal, all principals will be individually subject to the state laws governing the classification of executive director.

C. Program Reporting Requirements

- 1. **Monthly Reports Of Attendance:** The Contractor shall submit web-based per diem attendance reports to the Department by the 5th day of each month following the performance of services for applicable programs.
- 2. **Admission and Discharge Reports:** The Contractor shall report to the Department each admission and discharge and such other routine information as may be required by the Department. Such reports shall be in the form prescribed by the Department.
- 3. **Required Reports:** The Contractor shall make and file with the Department the following reports and provide the indicated documentation according to the following schedule:

**[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
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<u>REPORT / DOCUMENTATION</u>	<u>DUE</u>	<u>SUBMIT TO</u>
<u>MONTHLY</u>		
Residential attendance	Fifth of each month	Central Office
Rent Subsidy Documentation	Tenth of each month	DDS Staff
<u>BI-ANNUALLY</u>		
Staff Training	July 10, January 10	Regional Designee
<u>ANNUALLY</u>		
Staffing Schedules	July 10	DDS Staff
Mid Year Expense Report (DDS Form)	March 1	DDS Staff
Initial Operational Plan (DDS Form)	May 1 st	DDS Staff
Summary of Budget (<i>only Contractors that do <u>not</u> file OP Plan</i>)(DDS Form)	May 15	DDS Staff
Final Operational Plan(DDS Form)	July 15	DDS Staff
End Of Year Expense Report (<i>only Contractors that do <u>not</u> file Annual Reports</i> (DDS Form)	September 30	DDS Staff
Insurance Certificate	At the time of renewal of policy	DDS Staff
Annual Report ((DDS Form)	October 15	Craig J Lubitski
<u>AS NEEDED</u>		
Participant Incident Reports	24 hours after incident	Regional Designee
All Staff Vacancies, Role or location changes	When Vacant	Regional Designee
Contract Participant Change Form	When Vacant	Regional Designee
Residential Notice of Opportunity	When Vacant	Regional Designee

D. Fiscal

1. **Payments:** The Department shall reimburse monthly, by retrospective payment. Payments for Residential programs (CLA, CTH, IHS and CRS) will be based on one twelfth (1/12) of an approved annualized Contract Service Authorization. Monthly payments will be made for all contract service authorizations in which at least one day of supports was provided to the participant in the given month and only after the Department's receipt and approval of required reports. For CLA and CRS settings, a day is defined as receiving supports for at least one overnight stay in the residence. For an IHS and CTH setting, a day is defined as the participant received at least one hour of support in their own home.
2. **Maximum Financial Commitment** - The Department shall reimburse a Contractor the lesser of the maximum financial commitment or the total of all Contract Service Authorizations. Any increase or decrease to the maximum financial commitment of the contract will require an amendment to the contract.
3. **Expenditures:** The Contractor agrees to maintain a separate cost center for each type of program specified under this contract. Contractors receiving funding from DSS under this award will adhere to the Office of Policy and Management's Cost Accounting Standards. DSS Cost Accounting Standards (Part II, Section C) establish the criteria to be applied to determine the allowability of costs funded by the Department. These Cost Accounting Standards also establish costs that are specifically allowable, costs

that are specifically unallowable, and they establish documentation requirements for costs that can be funded under this award.

4. **Budget Variance:** The Contractor may make the following budget variances without DSS approval: line category expense changes within major cost categories such as salaries, employee benefits, non-salary, "administrative" and "general". Any budget variance that would exceed 15% of the major cost categories, but does not increase or decrease the maximum financial commitment, must be approved by DSS through a revised OP. Any budget variance within this contract must be applied to cost centers within this contract. Any additional revenue generated under this contract must be disclosed to DSS. Any expenditure from revenue generated under this contract for costs not related to the contract must be discussed with and approved by DSS prior to the expenditure.
5. **Annual Report and Audit:**
 - a) Contractors subject to the federal and state single audit standards shall, upon completion of each fiscal year during the term of this award or upon termination of this contract, cause to be prepared and delivered to DSS an Annual Report of Residential and Day Services, a cost report and performance reporting document for the fiscal year, which reconciles to audited financial statements prepared and filed in accordance with federal Single Audit Act requirements and Sections 4-230 through 4-236 of the C.G.S. as amended. Audited financial statements, notes to same, Management Report, and the auditor's opinion letter shall accompany the Annual Report filing.
 - b) Contractors which are not subject to the federal and state single audit standards, and not otherwise exempt from the Annual Report requirements by statute or in writing from DSS, shall cause to be prepared and delivered to the Department an Annual Report certified by an independent public accountant as defined by Section 7-391 of the C.G.S. The Annual Report shall be completed in accordance with generally accepted accounting principles and audited in accordance with generally accepted auditing standards. In addition, contractors that received financial compensation of more than three hundred thousand dollars (\$300,000) in a fiscal year are required to submit audited financial statements, notes to same, Management Report, and the auditor's opinion letter.
 - c) Annual Report filings are due on October 15th or the first business day thereafter. For each day that the Annual Report is not filed, following the dates specified in this contract, a penalty of one half of one percent (.50%) of the current monthly payment attributable to administrative and general expenses shall be assessed from the total monthly payment for the first thirty (30) days; three-quarters of one percent (.75%) for the second thirty (30) days and one percent (1.0%) beyond sixty (60) days. This penalty shall result in a reduction in payment for the month following the calculation of the penalty.
 - d) The Commissioner of DSS may waive imposition of the penalty if he deems that extraordinary circumstances prevented the timely filing of the Annual Report. The waiver shall be granted according to terms and for a period of time established by the Commissioner of DSS. An organization must request a waiver, in writing, prior to the filing dates specified in these regulations. The Commissioner or designee will respond within fourteen (14) days to a provider request for a waiver of penalty fees.
 - e) The end of the year recoupment of excess funding will be based on the Annual Report data. All records shall be available for review at a place and time determined by DDS or the Department of Social Services.
 - f) Contractors will be exempt from submitting an Annual Report of Residential and Day Services whenever the financial compensation of a fiscal year is less than one hundred thousand dollars (\$100,000). The exemption is only for the fiscal year in which the financial compensation is less than one hundred thousand dollars (\$100,000).
 - g) In the event that the Contractor is exempt from the Annual Report filing requirement, the Contractor agrees that within ninety (90) days after the completion of each fiscal year during the term of this contract or within ninety (90) days after the termination of the contract, it will cause to be prepared and delivered to DDS an audit performed by an independent public accountant. If such "exempt"

contractor is subject to federal and state single audit requirements a statement of income and expenses reconciled to audited financial statements prepared and filed in accordance with such requirements shall be filed in lieu of the audit referenced in this paragraph. The Contractor will report the program budget and end-of-year financial reports on the following forms which shall be provided by the DDS: Summary of Budget and End of Year Expense Report.

- h) In the event that the end of the fiscal year does not coincide with the close of the Contractor's fiscal year and DDS has issued an exemption to the Annual Report process to the Contractor, DDS may, upon written request of the Contractor, grant a deferral of the audit/statement of income and expenses requirements until ninety (90) days after the close of the Contractor's fiscal year. In the event that a deferral is granted and the Contractor is not subject to federal and state single audit requirements, the Contractor will forward an unaudited statement of income and expenses within thirty (30) days following the termination of this contract.
6. **Surplus or Excess Payments:** The Contractor agrees that subsequent to the end of each fiscal year or the termination of this contract, any reimbursement above actual cost will be returned to DDS in accordance with regulations and/or terms of this contract. DDS will notify the Contractor of the excess funding calculation at least thirty (30) days prior to the payment adjustment. Contractors who have complied with contract requirements and met service levels will be recouped in equal installments over the next three (3) payments. One time amounts will be recouped at a one hundred percent (100%) recovery. The excess funding determination/calculation will match the total one time amounts authorized and reimbursed for all Contract Service Authorizations to the specific DDS funded program..
- a. **FOR COMMUNITY LIVING ARRANGEMENTS (CLA):**
This program will have a bottom line cost settlement and be cost settled separately. Cost settlement will be performed in accordance with the rate setting regulations for Community Living Arrangements, Sec. 17-313b-1 to 17-313b-18. For all allowable expenditures made pursuant to this contract with DDS by the Contractor in compliance with the performance requirements thereof, fifty (50%) of the difference between such actual expenditures made and the amount received by the Contractor from DDS per such contract shall be reimbursed to DDS. To the extent a Contractor receives a one time authorization, and that Contractor has a cost settlement surplus in the fiscal year of the authorization, the surplus will be recovered at one hundred percent (100%), up to the amount of the one time authorization. Surpluses in excess of the one time authorization will be recovered at the current fifty (50%) rate. DDS will not reimburse any deficits resulting from the execution of this contract.
- b. **FOR COMMUNITY TRAINING HOMES SUPPORT SERVICES:**
This program will have a bottom line one hundred percent (100%) cost settlement and will be cost settled separately. DDS will notify the Contractor of the cost settlement calculation at least thirty (30) days prior to the payment adjustment. Cost settlement will be recouped in equal installments over three (3) payments. DDS will not reimburse any deficits resulting from the execution of this contract.
- c. **INDIVIDUALIZED HOME SUPPORTS AND CONTINUOUS RESIDENTIAL SUPPORTS:**
These programs will have a bottom line cost settlement and be cost settled separately. For all allowable expenditures made pursuant to this contract with DDS by the Contractor in compliance with the performance requirements thereof, fifty (50%) of the difference between such actual expenditures made and the amount received by the Contractor from DDS per such contract shall be reimbursed to DDS. To the extent a Contractor receives a one time authorization, and that Contractor has a cost settlement surplus in the fiscal year of the authorization, the surplus will be recovered at one hundred percent (100%), up to the amount of the one time authorization. Surpluses in excess of the one time authorization will be recovered at the current fifty (50%) rate. DDS will not reimburse any deficits resulting from the execution of this contract.

**[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential Support Services (effective 7/1/2010)]**

Contractor Name:
Reference FY
Base/Amendment:
Contract Period:
Effective Date:

1. CONTRACT BUDGET:

Residential Services Program	SID	Maximum Financial Compensation
1. Community Living Arrangements		
A. Community Living Arrangements		
B. Cash Advance		
C. Room and Board for Children		
Total Community Living Arrangements		
2. Individualized Home Supports		
A. Individualized Home Supports		
B. Continuous Residential Supports		
Total Individualized and Continuous Residential Supports		
3. Community Training Home		
4. One-time funding - person-specific		
5. One-time funding – provider specific		
6. Respite Service		
7. Community Training Home Development		
8. Other Supports and Services		
TOTAL FOR RESIDENTIAL SERVICES		